

**AMENDED AND RESTATED  
COOPERATIVE ENDEAVOR AGREEMENT  
(Emergency Generators)**

This Amended and Restated Cooperative Endeavor Agreement (“Agreement”) is made and entered into on the day, month and year set forth herein below, pursuant to the 1974 Louisiana Constitution Article VII Section 14(C) wherein governmental entities are empowered to enter into Cooperative Endeavor Agreements and further by St. Tammany Parish Home Rule Charter sections 1-04, 1-06, 3-01 and 3-09, by and among the following parties:

**ST. TAMMANY PARISH GOVERNMENT**, a political subdivision of the State of Louisiana and the governing authority of St. Tammany Parish, whose mailing address is P.O. Box 628, Covington, LA, 70434, herein appearing by and through Patricia P. Brister, its Parish President, duly authorized by the St. Tammany Parish Home Rule Charter (hereinafter referred to as “Parish”); and

**ST. TAMMANY PARISH SCHOOL BOARD**, whose mailing address is P.O. Box 940, Covington, Louisiana 70434 represented by and through W.L. “Trey” Folsie, III, its Superintendent, duly appointed and authorized, as per law, (hereinafter referred to as “School Board”); and

The above captioned parties hereinafter may be collectively referred to as “Parties” and individually as “Party” who jointly enter into this Agreement with the intent and desire to better serve all the citizens, the communities of this Parish and the general public at large to fullest extent of the law.

**WHEREAS**, effective as of August 8, 2012, Parish and School Board entered into a Cooperative Endeavor Agreement, as amended by the Amendment to Cooperative Endeavor Agreement dated effective July 10, 2014 (collectively, the “Original CEA”), wherein the Parties agreed to the installation of generators and use of buildings during emergencies, and the Parties desire to amend and restate the Original CEA with this Agreement in its entirety; and

**WHEREAS**, the Parish has installed at Covington High School, a generator package and installation materials for an estimated project cost of three hundred eight thousand five hundred ninety one dollars and ninety cents (\$308,591.90); and

**WHEREAS**, the Parish has installed at Creekside Junior High School, a generator package and installation materials for an estimated project cost of two hundred thirty two thousand four hundred dollars and ninety cents (\$232,400.90); and

**WHEREAS**, the Parish has installed at Clearwood Junior High School, a generator package and installation materials for an estimated project cost of forty nine thousand three hundred eleven dollars (\$49,311.00); and

**WHEREAS**, the Parish has installed at Lee Rd. Junior High School, a generator package and installation materials for an estimated project cost of fifty thousand eight hundred eleven dollars (\$50,811.00); and

**WHEREAS**, the Parish seeks to install or have installed at Lyon Elementary School a generator package and installation materials for a cost to be determined by public bid; and

**WHEREAS**, the Parish seeks to install or have installed at Harrison Curriculum Center a generator package and installation materials for a cost to be determined by public bid; and

**WHEREAS**, the School Board, from time to time during emergencies, allows the Parish use of additional certain School Board facilities which use includes use of generators owned and operated by the School Board and in which fuel (i.e. natural gas, diesel or other type of fuel) is provided by the School Board; and

**WHEREAS**, each Party agrees and desires to cooperate in this endeavor to provide safe electrical power source for these six critical temporary emergency housing shelters and those other facilities of the School Board, and

**NOW THEREFORE**, in consideration of the mutual benefits and covenants contained in this Agreement, the Parties agree and bind their respective Offices as follows:

1. **Public Purpose.** The Parties to this Agreement acknowledge and agree that the public purpose for this Agreement is to ensure the availability of facilities for sheltering during declared emergencies. The parties have determined that (a) the expenditure of public funds and usage granted pursuant to this Agreement is for a public purpose that comports with a governmental purpose that Parish and School Board may pursue; (b) the expenditure and use, taken as a whole, is not gratuitous; and (c) Parish and School Board have a reasonable expectation of receiving at least equivalent value in exchange for the expenditure and use.
2. **School Board Obligations**
  - 2.1 The School Board will provide for servicing of the six (6) generator units provided by the Parish once the installation is completed and acceptable to both parties (a two (2) year warranty will be included with the six (6) generator units).
  - 2.2 The School Board grants the Parish the use of the six (6) generator facilities as needed for emergency sheltering for special needs individuals, nursing home residents and Parish employees.
  - 2.3 The School Board agrees to obtain the appropriate property and general liability insurance policies on the generator units and all associated support and switching equipment.
  - 2.4 Upon termination of this Agreement, the School Board may retain ownership of the generator units upon payment of the appraised value of the generator units and all associated switching equipment, as well as the costs involved with the installation.
  - 2.5 Upon termination of this Agreement if the School Board declines to retain the generator units, the Parish will be responsible for the removal of the generator units and all associated support and switching equipment.
  - 2.6 The School Board agrees to check the levels of fuel in the six (6) generator sets (Covington High School, Creekside, Clearwood, Lee Rd. Jr. High, Lyon Elementary, and Harrison Curriculum Center) monthly and that all levels will remain filled to at least  $\frac{3}{4}$  of a tank. If the tanks are below  $\frac{3}{4}$ , then the School Board must fill the tanks to such level. If the School Board is unable to fill the tanks to  $\frac{3}{4}$ , then they must report this to the Director of the Department of Facilities Management. The Parish will then fill the generator sets and will invoice the School Board for the cost of fuel delivered to each site.
  - 2.7 The School Board will fund the installation of a generator package, installation materials and services at Lyon Elementary School and Harrison Curriculum Center in the amount equal to twenty five (25%) of same, up to a maximum amount of one hundred fifteen thousand (\$115,000.00) dollars. Said amount shall be payable within fifteen (15) days following receipt of Parish's request for payment with Parish's supporting documentation.

### **3. Parish Obligations**

- 3.1** The Parish has installed an appropriate generator package, installation materials and services to support the St. Tammany Parish Special Needs Shelter which is located at Covington High School.
- 3.2** The Parish has installed an appropriate generator package, installation materials and services to support the St. Tammany Parish Nursing Home Shelter which is located at Creekside Junior High School.
- 3.3** The Parish has installed an appropriate generator package, installation materials and services to support the St. Tammany Parish which is located at Clearwood Junior High School.
- 3.4** The Parish has installed an appropriate generator package, installation materials and services to support the St. Tammany Parish which is located at Lee Rd Junior High School.
- 3.5** The Parish will install or have installed an appropriate generator package, installation materials and services to support St. Tammany Parish employee sheltering at Harrison Curriculum Center.
- 3.6** The Parish will install or have installed an appropriate generator package, installation materials and services to support St. Tammany Parish Department of Animal Services sheltering at Lyon Elementary School.
- 3.7** Following issuance of the notice(s) to proceed for the installation of a generator package, installation materials and services at Lyon Elementary School and Harrison Curriculum Center, Parish shall request payment from School Board for School Board's share of the generator and installation costs up to the amount provided in Section 2.7, with such request including supporting documentation. Parish shall fund the remainder of the cost of the installation of the generator package, installation materials and services. Parish shall administer the contract(s) with the selected contractor(s) for all matters pertaining to the generator package, installation materials and services at Lyon Elementary School and Harrison Curriculum Center.
- 3.8** In addition to the six (6) generator locations, the Parish will also utilize other School Board facilities with generators for sheltering during a declared state of emergency.
- 3.9** During a declared state of emergency and, when the shelters are activated by the Parish, the Parish will be responsible for maintaining all six (6) generators, as well as any other generator at any School Board facility utilized by the Parish, and as well will provide fuel and other necessary lubricants. The Parish agrees to leave the same amount of fuel in the tanks as was in the tanks to the shelter's activation. The Parish will also have the generator units completely serviced if the generator unit runs for more the forty-eight (48) continuous hours. Once the shelter is closed by the Parish, the generator(s) will then be maintained by the School Board. To the extent that fuel for any generator is provided by the School Board or through utilities paid for by the School Board, such as natural gas, then the Parish will reimburse the School Board for reasonable costs incurred by the School Board in providing any such fuel.

### **4. Miscellaneous Provisions**

- 4.1** This Agreement shall continue in full force and effect until the Parties' obligations are fulfilled in their entirety from the effective date hereof and shall remain binding on the Parties and their respective successors and assigns.

- 4.2 Time is of the essence and the performance of the terms and conditions hereof shall be held in strict accordance with the times and dates specified herein.
- 4.3 That the Parties agree, in the event of default, dispute, and/or litigation, that each party shall be responsible for their respective attorney fees, expert costs, court costs, and any other related expenses.
- 4.4 Any claim or controversy arising out of this Agreement shall be resolved as per law. Exclusive venue and jurisdiction shall be the 22<sup>nd</sup> Judicial District Court for the Parish of St. Tammany.
- 4.5 Either Party shall have the option to terminate this Agreement for any reason upon thirty (30) days written notice to the other Party. However, should the Parish perform work before termination by School Board, School Board shall reimburse Parish costs of work performed.
- 4.6 No Party herein shall assign any interest in this Agreement (whether by assignment or novation).
- 4.7 The continuation of this Agreement is contingent upon the appropriation, commitment and expenditure of funds to fulfill the requirements herein.
- 4.8 The School Board and Parish both agree to indemnify, hold harmless and defend each other, and their respective officers, agents, servants, attorneys and employees from and against any and all claims, demands, losses, suits, damages, judgments, costs and expenses whether, indirect or consequential and including but not limited to all fees, expenses and charges of attorneys and other professionals, as well as court costs and expenses, for actions or inactions arising out of, in connection with or resulting from the performance of services hereinafter arising from claims or violations resulting from such services performed in the course and scope this agreement for any employee and/or loaned employee that may be due to and caused in whole or in part by any act, error, or commission or omission of any act by negligence or otherwise while performing services.
- 4.9 If any term or clause herein is deemed unenforceable or invalid for any reason whatsoever, that clause or term shall be severable and the remainder of the Agreement shall remain in full force and effect.

(Signature page follows.)

**SIGNATURE PAGE FOR COOPERATIVE ENDEAVOR AGREEMENT BETWEEN  
THE ST. TAMMANY PARISH SCHOOL BOARD AND ST. TAMMANY PARISH**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in multiple originals by the hereunder signed officers, each in the presence of the undersigned two (2) competent witnesses in St. Tammany Parish, State of Louisiana, as of the dates set forth, below after diligent reading of the whole, in various counterparts.

THUS DONE AND SIGNED on the 1<sup>st</sup> day of June, 2016 in the presence of the undersigned witnesses.

WITNESSES:

ST. TAMMANY PARISH  
GOVERNMENT

Anne Parnovich  
Signature

Anne Parnovich  
Print Name

Theresa M. ...  
Signature

Kelly M. Babalais  
Print Name

BY: Patricia P. Brister  
PATRICIA P. BRISTER  
PARISH PRESIDENT

THUS DONE AND SIGNED on the 20<sup>th</sup> day of May, 2016 in the presence of the undersigned witnesses.

WITNESSES:

ST. TAMMANY PARISH SCHOOL  
BOARD

Donna Blaise  
Signature

DONNA BLAISE  
Print Name

Travisue Pitre  
Signature

Travisue Pitre  
Print Name

BY: W.L. "Trey" Foise, III  
W.L. "TREY" FOISE, III  
SUPERINTENDENT